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The Sources of Qatari Contract Law

1.1 INTRODUCTION

There are several reasons why an exposition of the contract law of Gulf states, and particularly Qatar, is important to the Western professional legal audience. Firstly, Qatar is the biggest liquefied natural gas (LNG) producer and along with its Gulf neighbours accounts for most of the globe's upstream carbon-based energy.[1] A big part of the contractual framework of such energy production is governed by local law, even if the financing and other elements are governed by a variety of other laws.[2] Secondly, Qatar and its Gulf Cooperation Council (GCC) allies own some of the largest sovereign wealth funds (in terms of dispensable assets), all of which engage in outward investment, both portfolio and otherwise.[3] Again, several components of such agreements are governed by local private law. Thirdly, Qatar, as well as all GCC states, have set up special economic zones (SEZs) with a view to attracting high-end financial services, multinationals and high-technology innovators.[4] These sophisticated SEZs, as analysed elsewhere,[5]

[1] See R Al-Gamal, 'Qatar Petroleum Signs Deal for Mega-LNG Expansion' Reuters (8 February 2021), available at: www.reuters.com/article/qatar-petroleum-lng-int-idUSKBN2A81ST

[2] See M Ruchdi, 'International LNG Contracts' (2018) 3 OGEL, available at: www.ogel.org/article.asp?key=3767

[3] For Qatar its investment vehicle is the Qatar Investment Authority (QIA). Although financial data is missing from its website, its estimated assets are 300 billion USD, which ranks it 11th among all sovereign wealth funds according to the Sovereign Wealth Fund Institute, available at: www.swfinstitute.org/profile/598cdaa60124e9fd2d05bc5a

[4] See D Z Zeng, 'The Past, Present and Future of Special Economic Zones and Their Impact' (2021) 24 Journal of International Economic Law 1; L Cao, 'Charter Cities' (2018–19) 27 William and Mary Bill of Rights Journal 717.

[5] See I Bantekas, 'Transplanting English Law in Asian Special Economic Zones: Law as Commodity' (2022) 17 Asian Journal of Comparative Law 1.

are equipped with impressive transnational commercial courts and are even viewed as better alternatives to arbitration.[6] Although the private law of the mother state is less significant there, its general principles, including public policy, are mandatory in the SEZ, and in any event, the Qatar Financial Centre (QFC) has enacted its own distinct contract law, which is analysed more fully in Chapter 13. Fourthly, Qatar and other Gulf countries have generated a considerable volume of trade and commerce, as well as mega-construction projects,[7] in addition to being the leaders in the emerging field of Islamic finance. These activities are very much governed by local private law in tandem with other foreign laws[8] and local courts have generated a significant amount of world-acclaimed case law becoming legal hubs in their own right.[9] Finally, as a result of the above considerations, it is no accident that a consistent body of private law peculiar to the GCC – Qatar as a major player in the region with an investment in education that overshadows all its GGC neighbours – seeks to become the law of choice in transnational commercial contracts.[10]

This chapter is meant to serve as an introduction to the book, particularly to that part of its audience that is unaccustomed to the history and

[6] See Z Al Abdin Sharar, M Al Khulaifi, 'The Courts in Qatar Financial Center and Dubai International Financial Center: A Comparative Analysis' (2016) 46 Hong Kong Law Journal 529; I Bantekas, 'The Rise of International Commercial Courts: The Astana International Financial Center Court' (2020) 33 Pace International Law Review 1.

[7] It is estimated that construction contracts in the Gulf in 2021 and 2022 are set to be worth 115 billion USD and 112 billion USD, respectively, available at: www.arabianbusiness.com/industries-construction/468768-gulf-construction-sector-tipped-to-rebound-following-covid-impact

[8] See I Bantekas, 'Transnational Islamic Finance Disputes: Towards a Convergence with English Contract Law and International Arbitration' (2021) 12 Journal of International Dispute Settlement 1. In *The Investment Dar Co. KSSC* v *Blom Development Bank S.A.L.* [2009] All ER (D) 145, the English High Court was able to override the designation of English law as the governing law of a *Wakala* agreement, on the ground that it was not *Sharia*-compliant with the underlying investment, which the parties had expressly agreed should be so compliant. In similar manner, the English High Court in *Sanghi Polyesters Ltd India* v *The International Investor KCFC (Kuwait)* [2000] 1 Lloyd's Rep 480, had no trouble finding in the event of a conflict between English and Islamic law that the more pressing law to the issue at hand (in the present instance an Islamic finance transaction) would prevail.

[9] This is true for the DIFC, which is the leader among its rivals in the Gulf. See R Reed, T Montagu-Smith (eds), *DIFC Courts Practice* (Edward Elgar 2020).

[10] At present, this can only be achieved through GCC courts. See J K Krishnan, P Purohit, 'A Common Law Court in an Uncommon Environment: The DIFC Judiciary and Global Commercial Dispute Resolution' (2014) 25 American Review of International Arbitration 497.

sources of Qatari contract law, as well as the institutions and forces that shape and develop it.

1.2 BRIEF HISTORICAL ACCOUNT OF THE DEVELOPMENT OF QATARI PRIVATE LAW

The history of Qatari private law should be distinguished from the perspective of at least two historical periods (namely before and after independence in 1971). The first roughly begins with the prevalence of Ottoman private law following the occupation of Qatar by the Ottoman Empire in the early nineteenth century. Just like elsewhere in the Empire, the Ottomans imposed the Hanafi tradition of Islamic law, but their short-lived rule entailed that the codification of the private dimension of Islamic law in the form of the *Majalla*[11] was not bequeathed to Qatar. Very little is known about the administration of private law by the Ottomans in Qatar, but one must assume that this was no different to other Muslim territories under Ottoman rule.[12] Following the Ottoman demise in the Gulf region in the latter part of the nineteenth century, the Al-Thani family assumed political and military power. Under the influence of Saudi Arabia, Hanafi teachings were soon replaced by the Hanbali tradition, which is still prevalent in the Qatari legal system. In 1916, Britain and the rulers of Qatar entered into an agreement whereby Qatar became a British protectorate. Consequently, the British authorities established two parallel systems of justice. Colonial/civil courts administered English and colonial laws, whereas local courts were entrusted with the administration of Islamic law.[13] What is clear from the few transnational cases of that era is that the colonial powers and the West considered Islamic private/contract law as either 'primitive' or simply inadequate to meet the needs of modern commerce. In the *Sheikh of Abu Dhabi* arbitration, the sole arbitrator, Lord

[11] The Majalla (*Mecelle-yi Aḥkām-i ʿAdliyye*) was effectively the civil code in force in the Ottoman Empire, as well as briefly during the very early part of the Turkish republic, from 1285 to 1926, although it was only codified in the latter part of the nineteenth century (1869–1877). It covered contracts, torts, and some principles of civil procedure and is still widely influential concerning the content and scope of classical Islamic private law. See A Cevdet Pasha, *Al-Majalla: The Civil Code of the Ottoman Empire* (CreateSpace Publishing, 2017).

[12] See M Masud et al (eds), *Dispensing Justice in Islam: Qadis and Their Judgments* (Brill 2006); C Muller, 'Judging with God's Law on Earth: Judicial Powers of the Qadi al-Jama'a at Cordoba in the Fifth/Eleventh Century' (2000) 7 Islamic Law & Society 159.

[13] See A. Nizar Hamzeh, 'Qatar: The Duality of the Legal System' (1994) 30 Middle Eastern Studies 79. This state of affairs persisted a few years following independence but is no longer the case.

Asquith, although finding that national law was applicable (i.e. Abu-Dhabi law as grounded in the Quran),[14] famously noted that:

> No such law can reasonably be said to exist…… [The Sheikh administers] a purely discretionary justice with the assistance of the Koran; and it would be fanciful to suggest that in this very primitive region there is any settled body of legal principles applicable to the construction of modern commercial instruments.[15]

The most important historical period in the development of Qatari civil/contract law is associated (but does not effectively begin) with the country's independence in September 1971. One of the first laws enacted by the country's legislature was Law No 16 of 1971 on 'The Civil and Commercial Law'. This Law remained intact for more than a decade and was amended by Law No 10 of 1982. The grand reform of the Civil and Commercial Law took place in 2004 with the promulgation of Law No 22, Regarding the Promulgation of the Civil Code (CC). This Civil Code remains in place to the present day, as complemented and supplemented by other specialised laws.

The second historical period cannot be examined in isolation of the development of private law in Egypt, which commenced following the end of World War II at a time when Qatar was a British protectorate. Just like all Arab private law codifications, so too the Qatari CC was influenced by the 1948 Egyptian CC, which was drafted by the great Egyptian scholar Abd al Razzaq Al-Sanhuri.[16] His thinking influenced his students and associates who went on to draft the newer generation of civil codes in the Gulf Cooperation Council (GCC) and the Middle East and North Africa (MENA).[17] As a result, it is more accurate to say that the seeds of the Qatari CC codification commenced in the Sanhuri era, later to be transplanted and fertilised in Qatar and the Gulf

[14] *Petroleum Development (Trucial Coasts) Ltd* v *Sheikh of Abu Dhabi* (1951) 18 ILR 144, per Lord Asquith at 149; equally, *Ruler of Qatar* v *Int'l Marine Oil Co. Ltd* (1953) 20 ILR 534, per Bucknill J at 545, who stated that: 'I have no reason to suppose that Islamic law is not administered [in Qatar] strictly, but I am satisfied that the law does not contain any principles which would be sufficient to interpret this particular contract'.

[15] *Sheikh of Abu Dhabi*, id.

[16] Sanhuri's students later drafted other MENA and GCC civil codes on the basis of his philosophy and ideals. See N Saleh, 'Civil Laws of Arab Countries: The Sanhuri Codes' (1993) 8 Arab LQ 165.

[17] See particularly Abd al-Razzaq Al-Sanhuri, *Mas}âdir al-haqq fî al-Fiqh al-Islâmî, Dirâsah Muqâranah bi al-Fiqh al-Gharbî* (Cairo University Press 1954–59); See G Benchor, *The Sanhuri Code and the Emergence of Modern Arab Civil Law (1932–1949)* (Brill, 2007) 177–78; also P N Kourides, 'The Influence of Islamic Law on Contemporary Middle Eastern Legal Systems: The Formation and Binding Force of Contracts' (1970) 9 Columbia Journal of Transnational Law 384.

as a whole, save for Saudi Arabia.[18] This further explains why Egyptian lawyers dominate the Qatari professional landscape, whether as legal consultants, judges or academics (the latter chiefly at Qatar University).

1.3 REGULATION OF CONTRACT LAW IN THE CIVIL CODE

As already stated, Law No. 22 of 2004 is Qatar's Civil Code. Just like its counterparts in Europe and elsewhere, contracts comprise part of the law of obligations and are found in articles 64–198 and 241–268 CC. The CC is replete with provisions dealing with contractual matters, such as leases, employment relationships and others. As the reader will come to appreciate upon reading the various chapters in this book, the Qatari law of contracts as set out in the CC is similar, if not identical, in scope and content with civil codes in Europe. Despite a sixty-year British rule in the country, it is poignant that none of the peculiarities of English contract law (e.g. no general obligation of good faith; consideration as a quintessential element for the formation of contracts), which is predominantly the product of common law, have found a place in the Qatari CC.

1.4 OTHER RELEVANT LEGISLATION

In addition to the CC, contractual matters are further regulated in almost all statutes dealing with private relationships, chiefly Law No. 8 of 2002 on Organization of Business of Commercial Agents and Law and Law No. 27 of 2006, Promulgating the Trading Regulation Law (Commercial Law). It is beyond the scope of this narrow treatise to enumerate all of the applicable specialised laws, albeit many will be encountered throughout the book. It should be pointed out that some areas of contract law, such as consumer law, are not at all as well regulated as their counterparts in European and North American jurisdictions.[19]

1.5 THE ROLE OF ENGLISH CONTRACT LAW

There exists an exaggeration about the role and significance of English law, and particularly its common law manifestation, in the Qatari legal order.

[18] Although slightly outdated, this is still an excellent exposition of the basis of substantive private laws in the Kingdom of Saudi Arabia. N Saleh, 'The Law Governing Contracts in Arabia' (1989) 38 International and Comparative Law Quarterly 761.

[19] See eg Qatari Law No. 8 of 2008 on Consumer Protection.

There are three reasons underlying or explaining this exaggeration. The first stems from the obvious application of English law during Qatar's protectorate status (1916–1971). There are no visible remnants of English law from this period as already explained. The second reason is generally grounded on the assumption that the Qatar Financial Centre (QFC) and its court are mandated to apply and enforce English common law, including the law of contracts. As explained elsewhere, this is a fallacy, even if indeed the QFC Court applies a great deal of English law. The third reason is more plausible but is equally problematic. There is anecdotal evidence that English law is prevalent in transnational commercial transactions, particularly (but by no means exclusively) where the contract's dispute resolution clause provides for foreign-seated arbitration or a foreign court.[20] This has given rise to a popular sentiment among lawyers, mostly foreign, that Qatar's private law is common law based, or certainly mixed.[21] This in fact is not the case.[22] English law, including the common law, merely appears as the governing law in contracts, but in no way constitutes part of the country's legal system. The view of this author is that the Qatari legal system is not at all a mixed legal order, despite the existence of the many foreign and multifaceted elements that help shape it.

1.6 THE LIMITED ROLE OF ISLAMIC LAW

Islamic law has a very limited application, if any, in the Qatari private legal order.[23] This may appear odd to non-experts given the overriding importance of Islam in the very existence of Qatar. Islamic law regulates family and inheritance law,[24] as well as some elements of criminal law. It is perhaps instructive to set out, in brief, a basic outline, as well as an equally brief overview of the

[20] I Bantekas, 'The Globalisation of English Contract Law: Three Salient Illustrations' (2021) 137 Law Quarterly Review 130.

[21] Foreign law firms operating in Qatar regularly refer to it as 'mixed'. See M Walker, L van der Merwe, 'Qatar Court of Cassation Confirms Conditions for the Enforcement of ICC Awards in Qatar', available at: www.klconstructionlawblog.com/tag/qatari-court-of-cassation/

[22] There are few truly mixed systems, in the sense of overlapping and mutually binding systems applicable in a single jurisdiction, other than states where Islam constitutes the grundnorm. See N Hatzimihail, 'Cyprus as a Mixed Legal System' (2013) 6 Journal of Civil Law Studies 37; I Castellucci, 'Legal Hybridity in Hong Kong and Macau' (2012) 57 McGill Law Journal 665.

[23] The truth is that this body of law is scattered and disparate and is mostly used nowadays as a means of construing Islamic finance instruments. See I Bantekas, J Ercanbrack, U Oseni, I Ullah, *Islamic Contract Law* (Oxford University Press 2023).

[24] Law No 22 of 2006, Promulgating the Family Law [Family Code], stipulates Art 3 thereof that it is predicated on the Hanbali school of Islam.

sources and key principles of Islamic law. The *Sharia* consists of the *Quran* and those portions of the *sunna* (which itself consists of the deeds and sayings of Prophet Mohamed) that are not only deemed authoritative but also interpretative of the *Quran*. The *Sharia* is the primary source (*asl*), but there are several secondary sources,[25] which, however, cannot under any circumstances fall foul of the *Sharia*. Islamic law is distinct, albeit complementary to the *Sharia*. Out of the 6,239 verses of the *Quran*, only 190 specifically address what we might call legal issues.[26] It is these legal verses that comprise Islamic law, although these cannot artificially be divorced from the other religious verses in the *Quran*. Islamic scholarship has developed methodologies of *Quranic* interpretation known as *ilm usūl al-fiqh* (methodology of theological science) and *fiqh* (theological science), on the basis of which Islamic jurists aim to achieve *maqāsid al-sharia* (goals of the *Sharia*) as well as *siyāsat al-sharia* (policy of the *Sharia*). The development of *fiqh* has allowed a non-static and contextual interpretation of the *Sharia*, even in respect of otherwise controversial issues.[27]

We have already discussed the authority of Sanhuri in generating a species of Pan-Arab private law that straddled along the French (Napoleonic) civil code codifications and private Islamic law teachings. Although one can certainly identify some (albeit limited) traces of the Islamic legal tradition in the Qatari CC, its influence and application are inconsequential. By way of illustration, in order to explain the 'correspondence of offer and acceptance to form a binding contract', the CC makes reference to the concept of 'contract session'. The Qatari legislator derived this principle from the Islamic law tradition, which uses the Arabic term *majlis ala'aquid*. A contract session is defined as a session where the parties meet in person to negotiate the terms and conditions of the contract at the same (i) location and (ii) time.[28]

Ordinary Qatari courts are bound to construe a contract in accordance with the *Sharia* where the particular subject matter is not regulated by statute.[29]

[25] For example, *qiyas* (human reasoning by analogy, but only if adopted by a large enough majority of Muslim scholars) and; *ijma*, which represents the actual consensus of the Muslim scholarly community. There are also controversial methods, such as *ijtihad*. See B G Weiss, 'Interpretation of Islamic Law: The Theory of Ijtihad' (1978) 26 American Journal of Comparative Law 199, 198–201.

[26] See C M Bassiouni, *The Sharia and Islamic Criminal Justice in Time of War and Peace* (Cambridge University Press 2014) 23.

[27] See E Polymenopoulou, 'Caliphs, Jinns and Sufi Shrines: The Protection of Cultural Heritage and Cultural Rights under Islamic Law' (2022) 36 Emory International Law Review 743.

[28] N Saleh, 'Definition and Formation of Contract under Islamic and Arab Laws' (1990) 5 Arab LQ 101, at 115; see also Chapter 5, Section 5.1.

[29] Art 1(2) Qatari CC. See Court of Cassation Judgment 323/2014.

The parties may not exclude the *Sharia* where their contract is governed by Qatari law and the latter lacks a statutory provision regulating a particular issue under the contract.[30] This is neither an easy venture nor is it free from contention. Article 1(2) of the Qatari CC provides a hierarchy, with statutes at the apex, followed by the *Sharia* ('if any'), customary practices and finally 'rules of justice'.[31] This is in contrast to article 169(2) Qatari CC, which allows the courts to infer the parties' common intention by reference to commercial custom. While it seems that the two provisions serve distinct purposes, namely that: article 1(2) CC merely attempts to posit the *Sharia* as a secondary source of law, whereas article 169(2) CC refers to commercial custom as an interpretative tool[32]; article 1(2) CC is effectively transformed into an interpretative tool where a statutory provision is deemed to be lacking.

Despite the limited role of Islamic contract law at the time of writing in Qatar, the growth of this field could certainly change the existing volume of Islamic finance, both at the QFC and in Qatar proper.[33]

1.7 THE QATAR FINANCIAL CENTRE CONTRACT REGULATIONS

As will be explained more fully in Chapter 13, the Qatar Financial Centre (QFC) is an SEZ within the State of Qatar, which is endowed with a legal

[30] In practice, it seems that several issues in the Qatari CC are regulated by the *Sharia* and the CC in tandem, especially where it is deemed that the *Sharia* is more elaborate. The Court of Cassation in Judgment 21/2008 accepted the applicability of the *Sharia* concerning the acquisition of property by prescription, despite the existence of a relevant provision in the CC (Art 404). While ultimately the Court did not agree with the lower court's interpretation of Islamic law, neither the Court nor the parties expressed any concern about the use of *Sharia* despite the existence of express provisions in the CC. Hence, it is evident that the courts will apply the *Sharia* not only where the CC is silent on a particular issue, but also where the *Sharia* is more elaborate.

[31] See Court of Cassation Judgment 122/2013 on the limitations of justice as a rule that is trumped by the mutual intention of the parties; see equally Court of Cassation Judgment 26/2015.

[32] The Court of Cassation does not shy away from identifying business custom through standard phraseology. Eg in Court of Cassation Judgment 148/2010, it was held that the bank's exposure to the lender is significant and hence compensation for late payments (delay interest) is justified by reference to banking custom, which is moreover 'common knowledge' that does not require proof; equally Court of Cassation Judgment 220/2011; to the same effect see also Court of Cassation Judgment 40/2013; equally Court of Cassation Judgment 107/2013, arguing that where a special commercial/trade law is silent commercial custom shall be applied, with the special custom or local custom being given precedence over the general custom. If there is no commercial custom, the provisions of the civil law shall apply. This was also reiterated in Court of Cassation Judgment 66/2014; see equally Court of Cassation Judgment 371/2014; Court of Cassation Judgment 208/2014.

[33] See I Bantekas, 'The Qatar Financial Centre and How It Can Attract Islamic Finance Arbitration' (16 March 2021) Transnational Dispute Management, available at: www.transnational-dispute-management.com/journal-advance-publication-article.asp?key=1877

system and institutions distinct from those generally applicable in Qatar proper. The QFC promulgated its own contract laws through Regulation No. 4 (2005), known as the QFC Contract Regulations. As will become evident, the Contract Regulations were predicated (almost verbatim) in large part on the UNIDROIT Principles of International Commercial Contracts (PICC).[34]

1.8 THE ROLE OF JUDICIAL PRECEDENT

It is instructive to begin this section by examining the anatomy of judgments in Qatar. Unlike other civil and common law jurisdictions whereby judgments from senior courts (at appellate and cassation level) are relatively elaborate and contain extensive references to existing case law and even scholarly works, Qatari judgments lack such detail and sophistication. The majority are no more than two or three pages long and generally desist from referring to existing case law. Judgments typically pinpoint the pertinent statutory provision and go on to offer an analysis of that provision in a Spartan manner that serves the particular purposes of the dispute at hand. Hence, when reading a Qatari senior court judgment dealing with contract law, one is uncertain as to the underlying rationale and origins of the legal arguments. For those versed in Egyptian private law and particularly the key judgments of that country's courts of appeal and cassation, certain vestiges may be noticeable. This is because the vast majority of senior judges will have either studied in Egyptian law schools or Qatar University's law school under the guidance of academics derived from Egypt or coming from the Egyptian private law tradition (all in Arabic). Even so, there are at least two cogent reasons why the Egyptian influence on the development of Qatari private law is slowly shifting, although certainly not diminishing. The first is associated with the (at times) erratic and unpredictable stance of senior Egyptian courts,[35] which is precisely what all GCC courts are at pains to unshackle themselves and their reputation from.

[34] See I Bantekas, 'Transplanting the UNIDROIT Contract Principles in the Qatar Financial Centre: A Fresh Paradigm for Wholesale Legal Transplants?' (2021) 26 Uniform Law Review 1.

[35] It is clear that reliance on the case law of Egypt for any progressive legal system is far from an ideal choice, not only because of the difference in culture (broadly understood) but also because of the erratic nature of the Egyptian higher courts. By way of illustration, the Cairo Court of Appeal ruled in 1997 that an arbitral tribunal was allowed to apply interest above the maximum rate set by statute because the parties had come to a mutual agreement and thus the award did not contravene Egyptian public policy. Case No 41/114, judgment (2 October 1997). In 2020, however, the Egyptian Court of Cassation in *Legal Representative of Interfood Co.* v *The Legal Representative of RCMA Asia Pte Ltd Singapore*, Ruling 282/89 (9 January 2020), overturned the long-standing practice of the Court of Appeal.

The second reason suggests that Qatari and GCC courts produce an ample amount of jurisprudence, such that there is no real need to rely excessively on foreign judgments. This outcome is further coupled by the expanding legal education in Qatar and the influx of foreign law firms largely practicing in the English language and applying foreign and Qatari law.

Unlike other civil law jurisdictions, and very much in the tradition of the English Precedent Act, the judgments of the Qatari Court of Cassation constitute *stare decisis* (binding precedent) on lower courts.[36] This endows Qatari private law with an aura of consistency and continuity that is typically missing from most Arab jurisdictions. However, this author is not aware of any cases challenging judgments deviating from the precedent set down by the Court of Cassation, let alone how effective Qatari Law No. 12 of 2005 has been in enforcing precedent. It is equally problematic that Qatar's law reporting system, Al-Meezan, is at best inadequate given that only a few cases are available, even in Arabic. The same is true of its English-language counterpart, Lexis Nexis Middle East, which despite best efforts only covers a minuscule of cases. In this manner, it is very difficult to engrain a sense of precedent and reliance on cases in the professional legal community. In practice, however, law firms, both local and domestic, endeavour to cite judgments by the senior Qatari courts, and many of these cases are frequently reported on the firms' websites. Hence, at the very least, reliance on Qatari case law by the legal profession is extensive even if the courts themselves do not accurately, if at all, refer to such case law in their own judgments.

1.9 THE DEVELOPMENT OF CONTRACT LAW BY THE LEGAL PROFESSION

The legal profession certainly shapes the practice and direction of private law in Qatar in several ways. The legal profession is inextricably linked to a country's legal education. Qatar University (QU) was the first academic institution to launch a law-related degree in 1990, albeit this was administered by a department of *Sharia* and Islamic Studies, where naturally Islamic law was the dominant discipline. This changed in 2004 when an independent college of law was formed in the style of mainly Western law schools. Education there is chiefly modelled on the tenets of Egyptian law in the context of Qatari legislation. The College offers English-language modules in international and transnational commercial law. Hamad bin Khalifa University, a member of

[36] Art 22(3) of Law 12 of 2005 pertaining to Procedures in Non-Penal Cassation Appeals.